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8, 30, 20

To: Mr. Abdo Alkafi
25 02 Bayswater Ave.
Far Rockaway, NY 11691

Construction Contract

This construction contract ("Contract") dated as of Aug. 30, 2020 by and between Mr and. Ms. Abdo and Sofia Alkafi ("Owner") and Onyx CM Group ("Contractor") with a place of business in 505 Lincoln St. Cedarhurst, NY 11516. Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. Work.

Contractor shall construct the items identified in the "scope of work" ("Work") and revise framing at the 1st floor in accordance with the structural documents that will be provided by the owner.

Article 2. Contract Time.

The Work will be completed on or before November 30 2020 ("Completion Date"), subject to modifications in approved Change Orders. The Completion Date shall be the date when the Work is sufficiently complete so that Owner can occupy or utilize the Property for its intended use ("Substantial Completion").

Article 3. Contract Price.

Owner shall pay to Contractor an amount equal to \$188,400 (one hundred eighty eight and four hundred dollars) - "Contract Price" for completion of the Work.

Article 4. Change Order

Any additional work that is not described in the "scope of work" or any change that owner wish to make after the job was executed, will be a matter of change order and additional charge.

Article 5. Payment

5.1. Progress Payments. Contractor shall be paid as per progress of the job which shall cover a period of at least 10 calendar days according to work progress and "schedule of payments"

5.2 Substantial completion Payment. 97% of the Contract fee will be paid when Work is substantially completed. An amount of \$5,000 of the contract fee will remain and be



paid as final payment when the Punch list given by owner was addressed to the full satisfaction of the owner.

b. Owner shall deliver to Contractor a written punch list of the items that must be completed in order for the Work to reach final completion ("Final Completion"). Alternatively, Owner shall deliver to the Contractor a written statement that the Final Completion has been reached.

c. If Owner delivers a written punch list to Contractor, then Contractor shall deliver to Owner a written notice that the Work is finally complete when Contractor believes that the punch list items have been completed. Then Owner and Contractor shall promptly inspect the punch list items. Promptly after such inspection, Owner shall deliver to Contractor either (i) a written statement that Final Completion has been reached or (ii) another written punch list of the items that still must be completed in order for the Work to reach Final Completion in which event the punch list procedure described above shall be repeated until all punch list items have been completed.

Article 6. Contractor's Responsibilities.

6.1. Performance. Contractor shall perform the Work in accordance with the structural plan. Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction.

6.2. Furnished Items. Contractor shall furnish and be fully responsible for all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water sanitary facilities, temporary facilities and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up and completion of the Work.

6.3. Materials. All materials and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. All materials and equipment shall be applied, Installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable supplier.

6.5. Plans, Permits, and Inspections: Owner shall obtain and shall pay for all construction permits, and will be responsible for all permit related matters: fees, fines etc. as well as any required plans and city agencies approvals and fees.

6.6. Use of Premises. Contractor shall confine construction equipment, the storage of materials and equipment and the operations of workers to the Property, and shall not unreasonably encumber the Property with materials or equipment. Contractor shall keep the Property free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work, Contractor shall remove all waste materials, rubbish



and debris from and about the Property as well as all tools, construction equipment and machinery, and surplus materials, and shall leave the Property clean and ready for occupancy by Owner.

6.7. Indemnity and Hold Harmless. Contractor shall indemnify and hold harmless Owner against all loss, liability, cost expense, damage and economic detriment of any kind whatsoever that arises out of or results from performance of the Work but only to the extent caused in whole or in part by the acts or omissions of the Contractor.

Article 7. Termination.

7.1 Termination by Owner. If the Contractor breaches any of its obligations under this Agreement, then Owner may give Contractor written notification identifying such breach. If Contractor has not cured such breach within seven (7) calendar days from its receipt of Owner's written notification or if such breach cannot be cured within such seven (7) day period, then if Contractor either does not begin cure within such seven (7) day period or fails to diligently prosecute cure to completion, Owner may terminate this Contract and take possession of the Work. Alternatively, instead of terminating the Contract, Owner may cure the breach and deduct the cost thereof from amounts otherwise owed to the Contractor.

7.2 Termination by Contractor. If the Owner breaches any of its obligations under this Agreement, then Contractor may give Owner written notification identifying such breach. If Owner has not cured such breach within seven (7) calendar days from its receipt of Contractor's written notification, or if such breach cannot be cured within such seven (7) day period, then if Owner either does not begin cure within such seven (7) day period or fails to diligently prosecute cure to completion, Contractor may terminate this Contract.

IN WITNESS WHEREOF, Owner and Contractor have signed this Contract.

Owner: _____

Contractor: _____

Date: _____

Date: _____



Scope of work

Floors : 1,2

1. Framing –minor floor leveling
2. Sheetrock and insulation
3. Taping and paint
4. Base molding
5. Doors frames and hardware
6. Electrical wiring - light and power to existing panel
Lighting – recessed lights at all house outlets as per code
7. New plumbing as required
8. Bathrooms:
Floor and wall tiles, waterproofing, fixtures, ceiling fan

1st – powder room: vanity and toilet.
2nd – master bedroom: standing shower, vanity and toilet
Hallway - tub, vanity and toilet
9. HVAC – central unit at 1st and 2nd floor and basement
10. Rerouting boiler water lines and relocating radiators as needed
11. Kitchen and countertop and backsplash, sink and faucet as per allowance
12. Hard wood floor 4" engineered or solid wood at 1st and 2nd floor
13. Windows – relocating as needed at pantry area, optional - adding 2 new windows if needed
14. Extension of ex. Deck due to relocation of door
15. **Basement** –
S,R and taping, base molding, doors frames and hardware, electrical and
Plumbing as described above, tile, Fixing missing wall tile at bathroom
16. **Attic** – New bathroom – standing shower, vanity and toilet
Plumbing preparation for future kitchenette.
Sheetrock cover at kitchen, wood panels walls, bedroom ceiling,
(Missing area only) and bedroom 2 under window

Not included items

1. Any demolition work
2. Exterior fence
3. Fire place and mental
4. Missing or need to be replaced radiators
5. Appliances
6. Entry door
7. Showers doors
8. Any structural changes



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Schedule of payments

Initial payment with signing	\$25,000
Finish framing	\$15,000
50% of plumbing and electrical	\$15,000
Complete plumbing and electrical	\$15,000
50% of bathrooms	\$15,000
50% of sheetrock	\$17,000
Complete taping	\$15,000
Paint, doors and base molding	\$20,000
Hardwood floor and HVAC	\$22,000
Kitchen installation	\$14,000
Substantial finish	\$10,400
Final payment	\$5,000